

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
WESTERN DIVISION**

**JOSE TREVINO, on behalf of himself  
and All Other similarly situated persons,  
known And Unknown,**

**Plaintiff,**

**v.**

**RENAISSANCE ROOFING, INC., and  
BRECKENRIDGE ENTERPRISES, INC.  
d/b/a AMS STAFF LEASING,**

**Defendants.**

**No. 1:12-cv-24**

**Judge Frederick J. Kapala**

**Magistrate Judge P. Michael Mahoney**

**BRECKENRIDGE ENTERPRISES, INC.'S MOTION FOR ENTRY OF AGREED  
JUDGMENT AGAINST RENAISSANCE ROOFING, INC.**

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

Cross-Plaintiff Breckenridge Enterprises, Inc. d/b/a AMS Staff Leasing ("Breckenridge") files this Motion for Entry of Agreed Judgment against Renaissance Roofing, Inc. the amount of \$47,000.00. In support of its motion, Breckenridge shows the Court as follows:

**The Lawsuit and the Parties Cross-Claims**

On April 5, 2012, Plaintiff filed a Second Amended Complaint at Law, Texas, seeking damages from Breckenridge Enterprises, Inc. On or around April 27, 2012, Breckenridge Enterprises, Inc. filed a cross-claim against Renaissance Enterprises, Inc., for breach of contract and indemnification. On February 25, 2013, Breckenridge Enterprises and Renaissance Roofing (the "Parties") have resolved all matters in dispute. On March 28, 2013, Breckenridge and Renaissance filed a Stipulation to Dismiss Cross-

Claims [Doc. 81]. For the purposes of implementing and enforcing the terms of the Parties' settlement agreement, Breckenridge moves this Honorable Court to enter an Agreed Judgment in favor of Breckenridge Enterprises d/b/a/ AMS Staff Leasing and against Renaissance Roofing, Inc. in the amount of \$47,000.00. The Agreed Judgment is attached hereto as **Exhibit A**.

#### **IV. PRAYER**

WHEREFORE, pursuant to the agreement of the Parties, Breckenridge Enterprises d/b/a/ AMS Staff Leasing and Renaissance Roofing, Inc. hereby request that the Court enter the Agreed Judgment in favor of Breckenridge Enterprises, Inc. and against Renaissance Roofing in the amount of \$47,000.00 with each party bearing their own attorneys' fees and costs, and grant such further relief, general and special, at law and in equity, to which the parties may show themselves to be justly entitled.

Dated: April 1, 2013

Respectfully submitted,

By: /s/ Jacqueline Montejano

Jacqueline Montejano

wreid@reiddennis.com

Texas Bar No. 16748500 *admitted pro hac vice*

Jacqueline Montejano

jmontejano@reiddennis.com

Texas Bar No. 07455200 *admitted pro hac vice*

**REID & DENNIS, P.C.**

Tollway Towers South, Suite 1400

15660 Dallas Parkway

Dallas, Texas 752484

(972) 991-2626 (Telephone)

(972) 991-2678 (Facsimile)

*And*

*Daniel R. Woods*

dwoods@condoncook.com

ARDC # 6217587

CONDON & COOK, LLC  
745 N. Dearborn Street  
Chicago, IL 60654  
(312) 266-1313 (phone)  
(312) 266-8148 (fax)

**COUNSEL FOR DEFENDANT  
BRECKENRIDGE ENTERPRISES, INC.**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 1st day of April 2013, I forwarded this document to the following counsel in accordance with the Federal Rules of Civil Procedure.

Alejandro Caffarelli  
Bradley Manewith  
Caffarelli & Siegel Ltd.  
Two Prudential Plaza  
180 North Stetson, Ste. 3150  
Chicago, IL 60601

John J. Hoevas  
Stephen E. Balogh  
Williams McCarthy, LLP  
120 W. State St., Ste. 400  
P. O. Box 219  
Rockford, IL 61105-0219

By: /s/ Jacqueline Montejano  
William E. Reid

# **EXHIBIT “A”**

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
WESTERN DIVISION**

<b>JOSE TREVINO, on behalf of himself and</b>	)	
<b>All Other similarly situated persons, known</b>	)	
<b>And Unknown,</b>	)	
	)	<b>No. 1:12-cv-24</b>
<b>Plaintiff,</b>	)	
	)	<b>Judge Frederick J. Kapala</b>
<b>v.</b>	)	
	)	<b>Magistrate Judge P. Michael Mahoney</b>
<b>RENAISSANCE ROOFING, INC., and</b>	)	
<b>BRECKENRIDGE ENTERPRISES, INC.</b>	)	
<b>d/b/a AMS STAFF LEASING,</b>	)	
	)	
<b>Defendants.</b>	)	

**AGREED FINAL JUDGMENT**

On this day Cross-Plaintiff Breckenridge Enterprises, Inc. d/b/a AMS Staff Leasing ("Breckenridge"), and Cross-Defendant Renaissance Roofing, Inc. advised the Court, through their attorneys of record, that the parties have resolved all matters in dispute between them and request the Court enter this Agreed Final Judgment in favor of Breckenridge Enterprises and against Renaissance Roofing, Inc. in the amount of FORTY-SEVEN THOUSAND and 00/100 DOLLARS (\$47,000.00). Based upon the representations and the request of the parties, the Court finds that entry of this Agreed Judgment is proper. **IT IS THEREFORE,**

**ORDERED, ADJUDGED AND DECREED** that Cross-Plaintiffs Breckenridge Enterprises, Inc. shall have judgment of and against Cross-Defendant Renaissance Roofing, Inc. in the amount of FORTY-SEVEN THOUSAND and 00/100 DOLLARS (\$47,000.00).

**IT IS FURTHER ORDERED,** that post-judgment interest on such total sum shall accrue at the rate of Five Percent (5%) per annum from the date of this final judgment until paid.

**IT IS FURTHER ORDERED** that all cross-claims asserted by Renaissance Roofing, Inc. against Plaintiff Breckenridge Enterprises, Inc. shall be dismissed with prejudice.

**IT IS FURTHER ORDERED** that all costs of Court are taxed against the party incurring same.

**IT IS FURTHER ORDERED** that all relief not expressly granted herein is DENIED.

**IT IS SO ORDERED.**

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
UNITED STATES JUDGE

**APPROVED AS TO FORM AND SUBSTANCE:**

By:   
Stephen E. Balogh

**Williams McCarthy, LLP**  
120 W. State St., Ste. 400  
P. O. Box 219  
Rockford, IL 61105-0219  
Telephone: (815) 987-8946  
Facsimile: (815) 968-0019

**ATTORNEY FOR DEFENDANT  
RENAISSANCE ROOFING, INC.**

By: 

William E. Reid

Texas Bar No. 16748500

Jacqueline Montejano

Texas Bar No. 24027402

**REID & DENNIS, P.C.**

Tollway Tower South

15660 Dallas Parkway, Suite 1400

Dallas, Texas 75248

Telephone: (972) 991-2626

Facsimile: (972) 991-2678

**ATTORNEYS FOR PLAINTIFF**

**BRECKENRIDGE ENTERPRISES, INC.**

**D/B/A AMS STAFF LEASING**